RIGHTS IN OFFSPRING OF MORTGAGED ANIMALS. — The general principle that the offspring of domestic animals belong to the owner of the mother is well settled. *Evans* v. *Merriken*, 8 Gill & J. (Md.) 39. See 2 BL. COM. 390. Consequently since chattel mortgages, in most jurisdictions, vest the legal title in the mortgagee, it seems that he should be entitled to the offspring although the mortgagor is in possession. There are indeed strong arguments against this view, but the weight of authority supports it. *Hughes* v. *Graves*, 1 Litt. (Ky.) 317; *contra*, *Shoobert* v. *De Motta*, 112 Cal. 215. Logically this should be extended to any descendant of the mortgaged animals, however remote. *Stewart* v. *Ball*, 33 Mo. App. 154. Some courts, however, have hesitated to go beyond the immediate offspring, and even in their case have made certain peculiar distinctions; for example, that the mortgage covers only the offspring already conceived, or that it includes the young only till they are weaned. *Thorpe, etc., Co.* v. *Cowles* 55 Iowa, 408; see *Rogers* v. *Highland*, 69 Iowa, 504.

The question is usually of importance not between the mortgagor and mortgagee, but with regard to the rights of innocent third persons who have dealt with a mortgagor in possession. The same problem arises in the case of a conditional sale where the vendor retains title while the vendee takes possession. In general innocent third parties will prevail over the holder of a chattel mortgage or conditional bill of sale unless the instrument has been recorded. *Funk* v. *Paul*, 64 Wis. 35. But it is difficult to see how the recording of a mortgage, which merely refers to the female, can be regarded as notice to third parties that the young fall under the same incumbrance. Yet a recent Georgia decision holds that the one having a recorded conditional bill of sale of a mare will be protected against the purchaser of the unweaned colt. The court intimates *obiter* that the incumbrancer would be protected only so long as the colt was unweaned. *Anderson* v. *Leverette*, 42 S. E. Rep. 1026. Both the decision and the *dictum* are in accord with the general law. *Darling* v. *Wilson*, 60 N. H. 59; *Winter* v. *Landphere*, 42 Iowa, 471.

The reasoning of the courts seems to be that it is necessary to prove only the facts that the mortgage or the bill of sale was recorded and that the colt was unweaned. Then will follow as presumptions of law: first, that the purchaser knew of what animal the colt was the offspring; second, that he had notice that the mother was mortgaged; third, that knowing the law, he knew that the offspring also fell under the incumbrance. Conversely the courts reason that if the offspring is weaned the purchaser will be protected whether he had actual knowledge of the facts or not. *Enright* v. *Dodge*, 64 Vt. 502. The fact that the offspring is weaned or unweaned is doubtless important evidence that the purchaser knew or did not know the parentage of the animal he bought. But it is submitted that is not sufficiently conclusive to be the basis of a presumption of law that a purchaser knew that the animal was mortgaged. The entire question should remain one of fact for the jury. Did the purchaser actually know the parentage of the animal he bought? In the principal case the facts seem to have justified the assumption of actual knowledge, and the decision is therefore correct.

LIMITATIONS ON POWER OF CITIES TO INCUR INDEBTEDNESS. — The attempts to evade the constitutional and statutory limitations on municipal indebtedness have been numerous and ingenious. Certain courts have